

EXHIBIT B

**UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION**

FRANCISCO CERVANTES, et al., : CASE NO. C-2-00-1316

Plaintiffs, : JUDGE SARGUS

v. : MAGISTRATE JUDGE ABEL

SUGAR CREEK PACKING CO., : CONSENT DECREE

Defendant. :

The Parties have entered into a Settlement Agreement that was negotiated with the assistance of the Court. The Court has reviewed the Settlement Agreement and finds it to be fair, adequate, and reasonable. Accordingly, for good cause shown and in the interest of justice, the Court ORDERS as follows:

I. Term

The term of this Consent Decree shall be for five years.

II. Monetary Relief

- A. Sugar Creek shall pay \$15,000 to each Named Plaintiff;
- B. Sugar Creek shall pay \$100 to each absent class member who makes a claim;
- C. Sugar Creek shall pay \$300,000 to Class Counsel; and
- D. A fixed fund of \$120,000 shall be established for payment of the class members. If more than 1,200 class members submit claims, then Sugar Creek remains obligated to pay \$100 to each class member, irrespective of the \$120,000 fixed fund limit. If there are fewer than 1,200 class members who submit claims, then the difference between the total payment to the class members and \$120,000 shall be split among the Named Plaintiffs. However, the maximum amount that each Named Plaintiff may receive is \$20,000. Thus, if all class members who submit claims are paid \$100, and each Named Plaintiff is paid \$20,000, and if there is

still money remaining in the \$120,000 fixed fund, then that remaining money shall be paid to Class Counsel.

III. Claims Administration

Sugar Creek will pay the following costs associated with administration of the claims of class members: mailing of notice of Fairness Hearing, mailing of notice of settlement, publication costs, mailing of settlement checks, and costs incurred by the claims administrator. Further, Sugar Creek shall select and employ the services of a third party administrator to manage claims administration, including review of eligibility of individuals making claims.

IV. Injunctive Relief

“Sugar Creek” Defined

For purposes of injunctive relief, “Sugar Creek” shall refer to Defendant’s facility at Washington Court House, Ohio.

Compliance Officer

Sugar Creek will employ a Compliance Officer to monitor Sugar Creek’s compliance with the Consent Decree. The Compliance officer shall be selected by agreement of the Parties. If the Parties cannot reach an agreement, they agree that the Court shall select the Compliance Officer based on the recommendations of the Parties.

The Compliance Officer shall be eligible to receive \$5,000 per year while the Consent Decree remains in force. The Compliance Officer may petition the Court for additional fees if his or her services merit additional compensation.

All compliance issues must be directed to the Compliance Officer in the first instance. If the Compliance Officer is informed of a possible breach of the Consent Decree, the Compliance Officer shall inform Sugar Creek of the alleged violation. Sugar Creek shall then have thirty (30) days to cure the breach. If the breach is not cured to the Compliance Officer’s satisfaction within the thirty (30) day period, the Compliance Officer shall seek an informal conference with the Court to resolve the issue. If the issue is not resolved informally, then the Compliance Officer shall have the right to petition the Court for relief.

A. Notices

1. Sugar Creek will post on the bulletin board in the employee break room notices in both Spanish and English, which are to be submitted to the Compliance Officer 21 days before posting, regarding the following:
 - (a) Title VII

- (b) Federal and State EEO
- (c) Sexual harassment
- (d) Unemployment compensation
- (e) Workers' compensation
- (f) OSHA
- (g) Fair Labor Standards Act
- (h) Family and Medical Leave Act
- (i) Polygraph Protection Act

2. If any notice enumerated above is not currently posted in Spanish, Sugar Creek will provide the Compliance Officer with said notice 21 days before the notice is posted. If any current or future notice is going to change, Sugar Creek will provide the Compliance Officer with a copy of the revised notice 21 days before that notice is posted.

B. **Recruiting**

- 1. All recruiting materials will contain an affirmative statement that Sugar Creek is an equal opportunity employer and that it will not discriminate on the basis of race or national origin. Recruiting materials will be available in both English and Spanish.
- 2. Sugar Creek will end its practice of recouping bus fare and travel costs from recruits who do not work 90 days.
- 3. Sugar Creek will not provide bus fare or other transportation to Washington Court House for any recruit who has not signed a Benefits Information Sheet. That Benefits Information Sheet will contain the information currently provided in the fact sheet given to recruits but will also clarify that there is a waiting period for medical insurance and life insurance. The Benefits Information Sheet will also make clear that the recruits are not Sugar Creek employees until they are formally hired. That is, the purpose of the Benefits Information Sheet is to confirm that recruits have received accurate information pre-employment, and may not be construed to be an employment contract.

C. **Smocks**

1. Sugar Creek will end its policy of requiring recruits to buy two smocks and locals only one. All new employees will be required to buy one smock and offered an opportunity to buy a second smock if they so desire.
2. If Sugar Creek's policy regarding smocks is altered through collective bargaining, Sugar Creek will ensure that recruits and locals are treated alike with regard to smocks.

D. **Lease Agreements**

1. Leases for Sugar Creek-owned apartments will be written in both Spanish and English. The leases shall:
 - (a) Affirmatively state that no Sugar Creek employee is required to live in Sugar Creek's apartments;
 - (b) Affirmatively state that tenants who must vacate the premises will be afforded at least ten days notice to do so, subject only to any change in Ohio eviction law;
 - (c) Sugar Creek will remove from its lease statements any reference to bus fare or food deductions;
 - (d) Sugar Creek will comply with and abide by Ohio law with regard to landlord-tenant relationships and eviction proceedings.

E. **Training**

1. Once a year for the next five years, Sugar Creek will require its managers and supervisors to participate in EEO/cultural diversity/cross cultural sensitivity training. The training will include units on the relationship between language, culture and ethnicity.
2. Training shall be for one eight-hour day per year.
3. Training shall be by a consultant of Sugar Creek's choice. However, Sugar Creek will provide the Compliance Officer with the consultant's CV 21 days in advance of the training.

F. **English Classes**

1. English classes will be made available in 1.5 hour sessions two days a week.
2. Classes shall be scheduled so that the first shift may attend class on one day and the second shift may attend class on the other day. Times and

locations of the classes will be posted on the bulletin board in the employee break room.

3. These classes will be offered just so long as, on a monthly basis, the classes average at least ten students per class.

G. Posting Promotional Opportunities

Sugar Creek shall post in the employee break room, in both Spanish and English, the following positions when current employees are to be considered for those positions: line supervisor, truck driver and trucking supervisor, maintenance personnel and first line maintenance supervisor. In addition, once a year, Sugar Creek shall provide a list to the United Food and Commercial Workers and the Compliance Officer of the names of persons who were made gang leader in the preceding year.

H. Posting the Consent Decree

1. This Consent Decree shall be posted in the employee break room at Sugar Creek in both Spanish and English for its duration.
2. Anyone who believes there has been a violation of the Consent Decree, may make a complaint to the Compliance Officer, [name], [address].

V. Right to Petition Court for Additional Attorney's Fees for Fairness Hearing

Class Counsel shall have the right to petition the Court for additional attorney's fees related to the Fairness Hearing before the Court in the event that a third party successfully intervenes at the Fairness Hearing. Such additional attorney's fees, if awarded, shall be capped at \$10,000. Although Class Counsel shall have the right to petition the Court for such additional fees, the Court retains discretion to grant or deny the petition.

Date: _____

Edmund A. Sargus, Jr.
United States District Judge